

APR -9 2012

CIVIL - NON-DOMESTIC

Circuit Court for Baltimore City

City or County

CIVIL - NON-DOMESTIC CASE INFORMATION REPORT

DIRECTIONS:

Plaintiff: This Information Report must be completed and attached to the complaint filed with the Clerk of Court unless your case is exempted from the requirement by the Chief Judge of the Court of Appeals pursuant to Rule 2-111(a). A copy must be included for each defendant to be served.

Defendant: You must file an Information Report as required by Rule 2-323(h).

THIS INFORMATION REPORT CANNOT BE ACCEPTED AS AN ANSWER OR RESPONSE.

FORM FILED BY: ☒ PLAINTIFF ☐ DEFENDANT CASE NUMBER _____ (Clerk to insert)

CASE NAME: Mandisa Mazibuko vs. Mirlande Wilson; Maryland State Lottery
Plaintiff Defendant

JURY DEMAND: ☒ Yes ☐ No Anticipated length of trial: 3 hours or _____ days

RELATED CASE PENDING? ☐ Yes ☒ No If yes, Case #(s), if known: _____

Special Requirements? ☐ Interpreter (Please attach Form CC-DC 41)
☐ ADA accommodation (Please attach Form CC-DC 49)

**NATURE OF ACTION
(CHECK ONE BOX)**

DAMAGES/RELIEF

| TORTS | LABOR | A. TORTS | |
|---|--|---|---|
| <input type="checkbox"/> Motor Tort <input type="checkbox"/> Premises Liability <input type="checkbox"/> Assault & Battery <input type="checkbox"/> Product Liability <input type="checkbox"/> Professional Malpractice <input type="checkbox"/> Wrongful Death <input checked="" type="checkbox"/> Business & Commercial <input type="checkbox"/> Libel & Slander <input type="checkbox"/> False Arrest/Imprisonment <input type="checkbox"/> Nuisance <input type="checkbox"/> Toxic Torts <input checked="" type="checkbox"/> Fraud <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Lead Paint <input type="checkbox"/> Asbestos <input type="checkbox"/> Other _____ | <input type="checkbox"/> Workers' Comp. <input type="checkbox"/> Wrongful Discharge <input type="checkbox"/> EEO <input type="checkbox"/> Other _____ CONTRACTS <input type="checkbox"/> Insurance <input type="checkbox"/> Confessed Judgment <input checked="" type="checkbox"/> Other Breach of Oral Cont. | Actual Damages <input type="checkbox"/> Under \$7,500 <input type="checkbox"/> \$7,500 - \$50,000 <input type="checkbox"/> \$50,000 - \$100,000 <input checked="" type="checkbox"/> Over \$100,000 <input type="checkbox"/> Medical Bills \$ _____ <input type="checkbox"/> Property Damages \$ _____ <input type="checkbox"/> Wage Loss \$ _____ | |
| <input type="checkbox"/> Wrongful Death <input checked="" type="checkbox"/> Business & Commercial <input type="checkbox"/> Libel & Slander <input type="checkbox"/> False Arrest/Imprisonment <input type="checkbox"/> Nuisance <input type="checkbox"/> Toxic Torts <input checked="" type="checkbox"/> Fraud <input type="checkbox"/> Malicious Prosecution <input type="checkbox"/> Lead Paint <input type="checkbox"/> Asbestos <input type="checkbox"/> Other _____ | REAL PROPERTY <input type="checkbox"/> Judicial Sale <input type="checkbox"/> Condemnation <input type="checkbox"/> Landlord Tenant <input type="checkbox"/> Other _____ OTHER <input type="checkbox"/> Civil Rights <input type="checkbox"/> Environmental <input type="checkbox"/> ADA <input type="checkbox"/> Other _____ | B. CONTRACTS <input type="checkbox"/> Under \$10,000 <input type="checkbox"/> \$10,000 - \$20,000 <input checked="" type="checkbox"/> Over \$20,000 | C. NONMONETARY <input checked="" type="checkbox"/> Declaratory Judgment <input checked="" type="checkbox"/> Injunction <input type="checkbox"/> Other _____ |

ALTERNATIVE DISPUTE RESOLUTION INFORMATION

Is this case appropriate for referral to an ADR process under Md. Rule 17-101? (Check all that apply)

A. Mediation ☐ Yes ☐ No C. Settlement Conference ☒ Yes ☐ No
B. Arbitration ☐ Yes ☐ No D. Neutral Evaluation ☐ Yes ☐ No

TRACK REQUEST

With the exception of Baltimore County and Baltimore City, please fill in the estimated LENGTH OF TRIAL.

THIS CASE WILL THEN BE TRACKED ACCORDINGLY.

☐ 1/2 day of trial or less
☐ 1 day of trial time
☐ 2 days of trial time
☐ 3 days of trial time
☐ More than 3 days of trial time

PLEASE SEE PAGE TWO OF THIS FORM FOR INSTRUCTIONS PERTAINING TO THE BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM AND COMPLEX SCIENCE AND/OR MEDICAL CASE MANAGEMENT PROGRAM (ASTAR), AS WELL AS ADDITIONAL INSTRUCTIONS IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, PRINCE GEORGE'S COUNTY OR BALTIMORE COUNTY.

Date April 9, 2012

Signature

BUSINESS AND TECHNOLOGY CASE MANAGEMENT PROGRAM

For all jurisdictions, if Business and Technology track designation under Md. Rule 16-205 is requested, attach a duplicate copy of complaint and check one of the tracks below.



Expedited

Trial within 7 months
of Filing



Standard

Trial within 18 months
of Filing



EMERGENCY RELIEF REQUESTED _____

Signature

April 9, 2012

Date

COMPLEX SCIENCE AND/OR MEDICAL CASE MANAGEMENT PROGRAM (ASTAR)

*FOR PURPOSES OF POSSIBLE SPECIAL ASSIGNMENT TO AN ASTAR RESOURCE JUDGE under Md. Rule 16-202.
Please check the applicable box below and attach a duplicate copy of your complaint.*



Expedited - Trial within 7 months of Filing



Standard - Trial within 18 months of Filing

IF YOU ARE FILING YOUR COMPLAINT IN BALTIMORE CITY, PRINCE GEORGE'S COUNTY, OR BALTIMORE COUNTY PLEASE FILL OUT THE APPROPRIATE BOX BELOW.

CIRCUIT COURT FOR BALTIMORE CITY (CHECK ONLY ONE)



Expedited

Trial 60 to 120 days from notice. Non-jury matters.



Standard-Short

Trial 210 days.



Standard

Trial 360 days.



Lead Paint

Fill in: Birth Date of youngest plaintiff _____.



Asbestos

Events and deadlines set by individual judge.



Protracted Cases

Complex cases designated by the Administrative Judge.

CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY

To assist the Court in determining the appropriate Track for this case, check one of the boxes below. This information is not an admission and may not be used for any purpose other than Track Assignment.



Liability is conceded.



Liability is not conceded, but is not seriously in dispute.



Liability is seriously in dispute.

| | |
|---|---|
| <input type="checkbox"/> Expedited (Trial Date-90 days) | Attachment Before Judgment, Declaratory Judgment (Simple), Administrative Appeals, District Court Appeals and Jury Trial Prayers, Guardianship, Injunction, Mandamus. |
| <input type="checkbox"/> Standard (Trial Date-240 days) | Condemnation, Confessed Judgments (Vacated), Contract, Employment Related Cases, Fraud and Misrepresentation, International Tort, Motor Tort, Other Personal Injury, Workers' Compensation Cases. |
| <input type="checkbox"/> Extended Standard (Trial Date-345 days) | Asbestos, Lender Liability, Professional Malpractice, Serious Motor Tort or Personal Injury Cases (medical expenses and wage loss of \$100,000, expert and out-of-state witnesses (parties), and trial of five or more days), State Insolvency. |
| <input type="checkbox"/> Complex (Trial Date-450 days) | Class Actions, Designated Toxic Tort, Major Construction Contracts, Major Product Liabilities, Other Complex Cases. |

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

CIVIL DIV.
CIRCUIT COURT FOR
BALTIMORE CITY

APR 9 2012

MANDISA MAZIBUKO

[REDACTED]
Germantown, MD 20874
[REDACTED]

Plaintiff,

v.

MIRLANDE T. WILSON

[REDACTED]
Baltimore, MD 21230
[REDACTED]

and

MARYLAND STATE LOTTERY AGENCY

Montgomery Business Park
1800 Washington Blvd., Suite 330
Baltimore, MD 21230
(410) 230-8800

Defendants.

MOTION

Case No. _____

24-C-12-2166

**MOTION FOR TEMPORARY RESTRAINING
ORDER AND PRELIMINARY INJUNCTION**

Plaintiff Mandisa Mazibuko, ("Mazibuko"), by her undersigned counsel, pursuant to Maryland Rules 15-501 through 15-505, hereby moves for a Temporary Restraining Order and Preliminary Injunction. The grounds for this Motion are set forth in the Memorandum in Support of Defendants' Motion for Temporary Restraining Order and Preliminary Injunction and in the Affidavit of Wilson Sibara, filed contemporaneously with this Motion.

WHEREFORE, Plaintiff prays that a Temporary Restraining Order, in the form attached hereto, be granted in her favor pending a hearing on the issuance of a preliminary injunction.

WHEREFORE, Plaintiff prays that upon said hearing, the Court enter a preliminary injunction restraining and enjoining Defendant Wilson from presenting the winning March 30, 2012 Mega Millions ticket to the Maryland Lottery for payment, and restraining and enjoining Defendant Maryland Lottery from transferring any funds to Defendant Wilson, until a final determination on the merits of this case has been reached.

Dated: April 9, 2012



Michael Schatzow, Esquire
Aaron Merki, Esquire
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750 E. Pratt Street, Suite 900
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IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

MANDISA MAZIBUKO
[REDACTED]

Germantown, MD 20874
[REDACTED]

Plaintiff,

v.

MIRLANDE T. WILSON
[REDACTED]

Baltimore, MD 21230
[REDACTED]

MARYLAND STATE LOTTERY AGENCY

Montgomery Business Park
1800 Washington Blvd., Suite 330
Baltimore, MD 21230
(410) 230-8800

Defendants.

ORDER

Case No. _____

TEMPORARY RESTRAINING ORDER

Upon consideration of the foregoing Motion for a Temporary Restraining Order, and the accompanying Memorandum in Support of Defendants' Motion for Temporary Restraining Order and Preliminary Injunction, and the accompanying Affidavit of Wilson Sibara, the Court finds that Plaintiff will suffer irreparable harm if the Temporary Restraining Order is not issued, as it is highly likely that Defendant Wilson will present the March 30, 2012 winning Mega Millions ticket for payment to the Maryland Lottery, and begin to deplete the proceeds transferred to her. Such an occurrence has the potential to deprive Plaintiff of her share in those proceeds, and the right to determine whether they are paid in a lump sum or annually, and will force Plaintiff to expend enormous additional resources to obtain those proceeds from Defendant Wilson. Having so found,

it is this ____ day of April, 2012, at _____ a.m./p.m., by the Circuit Court for Baltimore City

ORDERED that Defendant Wilson, upon receipt of this Order, is immediately restrained and enjoined from presenting the winning March 30, 2012 Mega Millions ticket to the Maryland Lottery for payment, and Defendant Maryland Lottery, upon receipt of this Order is immediately restrained and enjoined from transferring any funds to Defendant Wilson;

ORDERED that this Temporary Restraining Order remain in effect until a hearing on a preliminary injunction has been held, and unless extended by further court order, shall expire on the ____ day of _____, 2012, which is not later than ten days from the date of the issuance of this Order; and it is further

ORDERED that Defendant Wilson and Defendant Maryland Lottery, or any other person affected by this Order may apply for a modification or dissolution of this Order on two day's notice, or on such shorter notice as the Court may prescribe, to Plaintiff.

Judge
Circuit Court for Baltimore City

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

MANDISA MAZIBUKO
[REDACTED]

Germantown, MD 20874
[REDACTED]

Plaintiff,

v.

MIRLANDE T. WILSON
[REDACTED]

Baltimore, MD 21230
[REDACTED]

and

MARYLAND STATE LOTTERY AGENCY

Montgomery Business Park
1800 Washington Blvd., Suite 330
Baltimore, MD 21230
(410) 230-8800

Defendants.

MEMORANDUM

Case No. _____

**MEMORANDUM IN SUPPORT OF DEFENDANTS' MOTION FOR TEMPORARY
RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

Plaintiff Mandisa Mazibuko, ("Mazibuko"), by her undersigned counsel, pursuant to Maryland Rules 15-501 through 15-505, hereby submits this Memorandum in Support of Defendants' Motion for Temporary Restraining Order and Preliminary Injunction. All facts relevant to this Memorandum are detailed in the Complaint filed herewith, and the Affidavit of Wilson Sibara attached hereto. In further support, Plaintiff states as follows:

The relief sought by Plaintiff is simple and straightforward – Plaintiff asks this Court to require Defendant Wilson to abide by the contractual and fiduciary obligations which she has previously assumed. Such relief is nothing more than enforcement of obligations to which Defendant Wilson freely committed. Injunctive relief is appropriate because, as detailed in the

Complaint and the Affidavit of Wilson Sibara, Defendant Wilson's conduct makes clear that, if given the opportunity, she will continue her efforts to deprive her co-winners of their rightful share in the proceeds that are owed to the owners of the March 30, 2012 winning Mega Millions lottery ticket. Moreover, the Maryland Lottery will transfer funds to whoever presents it with the winning Mega Millions ticket – presently Defendant Wilson. Once said funds are transferred, Plaintiff will lose her right to choose annual payments or a lump sum payment. In addition, Defendant Wilson will begin to deplete those funds, threatening further irreparable harm to Plaintiff.

ARGUMENT

A temporary restraining order is issued to maintain the status quo, pending the decision as to a justiciable controversy. *Harford County Educ Ass'n v. Bd. Of Educ.*, 281 Md. 574, 380 A.2d 1041 (1977). In considering a complaint or request for injunctive relief, whether the request is for a temporary restraining order, preliminary injunction, or permanent injunction, the following four factors must be balanced:

1. The likelihood that Plaintiff will succeed on the merits of her claim;
2. Whether greater injury will result (1) to the Defendants if the injunction is granted or (2) to the Plaintiff if the injunction is denied;
3. Whether Plaintiff will suffer irreparable injury if the injunction is denied;
and
4. The effect on the public interest of granting or denying the relief sought.

Antwerpen Dodge Ltd. v. Herb Gordon Auto World, Inc., 117 Md. App. 290, 303, 699 A.2d. 1209, 1214, *cert. denied*, 347 Md. 681, 702 A.2d 290 (1997); *Teferi v. DuPont Plaza Ass'n*, 77 Md. App. 566, 578, 551 A.2d 477 (1989).

1. Plaintiff will succeed on the merits.

As detailed in the Complaint, this case concerns the ongoing fraudulent and tortious conduct perpetrated by Defendant Wilson, who has falsely claimed to be the sole ticket holder entitled to one third of a Mega Millions lottery prize believed to be worth an estimated \$656 million, for a share of \$218.66 million. The lottery prize was actually won by a group of sixteen people, including the Plaintiff, Defendant Wilson who is an employee of a McDonald's located at 8227 Liberty Road, Windsor Mill, Maryland 21244, and fourteen other employees of that same McDonald's, as part of a pooled arrangement among co-workers (the "McDonald's Pool"). The members of the McDonald's Pool agreed that, in the event that a ticket purchased by the McDonald's Pool ended up a winner, the members would share in the winnings equally. It is incontrovertible that the ticket held by Defendant Wilson was purchased with proceeds from the McDonald's Pool, and that any winnings from said ticket were subject to the oral contract entered into by Defendant Wilson and other Pool members.

The plain nature of Defendant Wilson's breach of contract and fiduciary duties owed to her co-winners, and the evidence supporting Plaintiff's claims, makes it highly likely that Plaintiff will succeed on the merits of her claims against Defendants; consequently, she is entitled to injunctive relief.

2. Greater injury will result to Plaintiff if injunctive relief is denied than will result for Defendants if it is granted.

If the benefits to Plaintiff are equal to or outweigh the potential harm to Defendants, an injunction should issue. *Rowe v. C & P Telephone Co.*, 56 Md. App. 23, 30, 466 A.2d 538 (1983). As detailed in the Complaint and the Affidavit of Wilson Sibara, Defendant Wilson has engaged, and will continue to engage, in behavior detrimental to the interests of Plaintiff. There is no reason to believe that – absent Court intervention – Defendant will cease in her self-serving

behavior. Failure to grant injunctive relief will impose a greater burden on Plaintiff than granting that relief will impose upon Defendant Wilson, because the relief sought by Plaintiff is simply enforcement of contractual obligations willingly assumed by Defendant Wilson. While Plaintiff stands to lose her share of the \$656 million March 30, 2012 Mega Millions jackpot, Defendant stands to lose essentially nothing, except for ill-gotten proceeds, to which she is not entitled to begin with.

With regard to nominal Defendant Maryland Lottery, there is no injury at all. Maryland Lottery is already the holder of the Mega Millions proceeds, and the injunctive relief sought only requires them to continue holding said funds, and to refrain from transferring them to Defendant Wilson, in the event that Defendant Wilson presents the winning Mega Millions ticket for redemption.

3. Plaintiff has suffered and – in the absence of Court intervention -- will suffer irreparable injury.

As detailed in the Complaint and the Affidavit of Wilson Sibara, Plaintiff has already suffered irreparable injury arising from Defendant Wilson's fraudulent conduct and breaches of contractual and fiduciary obligations. At present, Plaintiff is being forced to expend considerable time and resources to force Defendant Wilson into honoring the contractual agreement that she entered into with other members of the McDonald's Pool. In the event that these funds are transferred to Defendant Wilson, Plaintiff will suffer further irreparable injury in the form of depleted funds, in addition to the unavoidable effort and expense of seizing any remaining, not yet depleted lottery ticket proceeds from Defendant Wilson, and potentially the loss of Plaintiff's right to choose a lump-sum versus annual payment of the winnings that she is entitled to.

4. The public interest favors the granting of injunctive relief.

The public interest will be served by the imposition of injunctive relief because the relief sought is nothing more than a request to enforce valid contractual and fiduciary obligations, thereby maintaining the *status quo*. *Amoco Oil Company v. Lauhrs*, 55 Md. App. 656, 659, 465 A.2d. 1192, 1194 (1983) (the public interest is served best by maintaining the *status quo* between the parties pending final disposition of the case); *Banke v. Community Realty Corp.*, 497 F.Supp. 409, 410 (D. Md. 1980) (same). The granting of injunctive relief maintains the *status quo* as Defendants will be precluded from acting in ways that violate their contractual and fiduciary obligations.

CONCLUSION

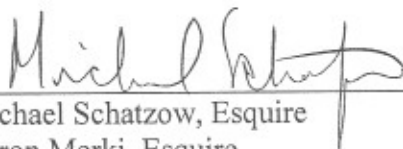
For all of the foregoing reasons, Plaintiffs move this Honorable Court to issue a temporary restraining order, and preliminary injunctive relief, as follows:

WHEREFORE, Plaintiff demands the following relief:

1. That this Court issue an Order granting Plaintiff a temporary restraining order restraining and enjoining Defendant Wilson from presenting the winning March 30, 2012 Mega Millions ticket to the Maryland Lottery for payment, and restraining and enjoining Defendant Maryland Lottery from transferring any funds to Defendant Wilson, until a hearing on the issuance of a preliminary injunction has been held.

2. That this Court issue an Order for preliminary injunction restraining and enjoining Defendant Wilson from presenting the winning March 30, 2012 Mega Millions ticket to the Maryland Lottery for payment, and restraining and enjoining Defendant Maryland Lottery from transferring any funds to Defendant Wilson, until a final determination on the merits of this case has been reached.

Dated: April 9, 2012

A handwritten signature in dark ink, appearing to read "Michael Schatzow", is written over a horizontal line.

Michael Schatzow, Esquire
Aaron Merki, Esquire
VENABLE LLP
750 E. Pratt Street, Suite 900
Baltimore, MD 21202
Tel.: (410) 244-7400
Fax: (410) 244-7742
mschatzow@venable.com
amerki@venable.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 9th day of April, 2012, a copy of Plaintiff's Complaint, Motion for Temporary Restraining Order and Preliminary Injunction, Memorandum in Support of Defendant's Motion for Temporary Restraining Order and Preliminary Injunction, Affidavit of Wilson Sibara, and proposed Temporary Restraining Order, were served upon Defendants, or counsel for Defendants, as follows:

Edward Smith, Esq.
2225 Saint Paul St.
Baltimore, MD 21218-5806
Phone: 410-366-0494
Email: njedBM@verizon.net
Counsel for Defendant Mirlande Wilson

Robert Fontaine, Esq.
Principal Counsel
Maryland State Lottery Agency
Montgomery Business Park
1800 Washington Blvd., Suite 330
Baltimore, MD 21230
Phone: (410) 230-8800
Email: rfontaine@msla.state.md.us



IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

MANDISA MAZIBUKO
[REDACTED]

Germantown, MD 20874
[REDACTED]

Plaintiff,

v.

MIRLANDE T. WILSON

AKA: Sheila Paraison
[REDACTED]

Baltimore, MD 21230
[REDACTED]

and

MARYLAND STATE LOTTERY AGENCY

Montgomery Business Park
1800 Washington Blvd., Suite 330
Baltimore, MD 21230
(410) 230-8800

Defendants.

AFFIDAVIT

Case No. _____

AFFIDAVIT OF WILSON SIBARA

I, Wilson Sibara, declare the following:

1. I am over eighteen years of age, competent to testify, and have personal knowledge of the matters stated in this affidavit.

2. I am employed as a manager at McDonald's restaurant, located at 8227 Liberty Road, Windsor Mill, Maryland 21244.

3. On March 29, 2012, while visiting Mandisa Mazibuko at her residence, I agreed to purchase a Mega Millions lottery ticket for her, and she gave me \$5.00 for that purpose. That same day, I heard that several of my co-workers decided to form a lottery pool, pursuant to which they would each contribute \$5.00, which would go toward the purchase of Mega Millions

lottery tickets (the "McDonald's Pool"). The members of the McDonald's Pool agreed that, in the event that a ticket purchased by the McDonald's Pool ended up a winner, the members would share the proceeds equally.

4. By the end of the day on Thursday, March 29, 2012, my co-worker, Mirlande Wilson, had collected money from ten people, for a total of \$50.00. This money was set aside for the purpose of purchasing tickets for Friday night's Mega Millions drawing.

5. To keep track of those McDonald's employees who had joined the pool, a sheet of paper was posted on the wall of the "crew room" at the restaurant. As employees paid \$5.00 and entered the McDonald's Pool, their names were placed on the paper.

6. I typically work the 5:00 AM to 3:00 PM shift, and on the morning of Friday, March 30, 2012, I noticed the list of employees who had joined the McDonald's Pool posted on the wall. Still having Ms. Mazibuko's \$5.00, I decided to use her \$5.00 to enter the McDonald's Pool, in order to increase her chances of winning. I used my own name in entering the McDonald's Pool, intending that Ms. Mazibuko would be entitled to any winnings.

7. My name was added to the list of Pool members along with the names of four additional McDonald's employees, for a total of fifteen people and \$75.00.

8. On Friday morning, March 30, 2012, Mirlande Wilson gave me the \$75.00, and I went to a Shell station at approximately 9:15 AM, where I purchased tickets on behalf of the McDonald's Pool. I then returned back to McDonald's where I placed the tickets in a locked safe.

9. Sometime on Friday afternoon, after I had purchased tickets on behalf of the original fifteen McDonald's Pool members, Mr. Birul Desai – the franchisee-owner of the McDonald's – decided that he wanted to join the McDonald's Pool.

10. Mr. Desai requested that my co-worker, the Defendant Mirlande Wilson, purchase an additional \$5.00 worth of tickets for the Pool. She agreed to do so. Mr. Desai's name was then added to the list of Pool members, bringing the total number of McDonald's Pool entries to sixteen. The list was then placed in the McDonald's safe, along with the original \$75.00 worth of Mega Millions tickets.

11. At approximately 5:00 PM on Friday evening, Ms. Wilson called me and confirmed that she had indeed purchased an additional ticket for the Pool based on Mr. Desai's investment. On information and belief, the ticket was purchased at the 7-11 convenience store in Baltimore County, which has been confirmed in media reports and by the Maryland Lottery as the seller of the winning ticket.

12. Defendant Wilson agreed that she would return to McDonald's in order to place the ticket in the safe, along with the other Pool tickets, but she never did. Rather, on Saturday morning at approximately 9:00 AM – March 31, 2012 – I received a call from Mirlande Wilson, and she informed me that “we won.”

13. Shortly thereafter, Mirlande Wilson called two additional McDonald's managers, with whom I work, and who had joined the McDonald's Pool, and informed them that “we won” and that she possessed the winning ticket.

14. Later on Saturday afternoon, I stopped at Mirlande Wilson's residence, and asked her “did we really win?” She responded, “I have to speak with my lawyer,” and refused to answer the question.

15. Since that time, Mirlande Wilson has called me approximately nine more times, repeatedly confirming that she holds the winning Mega Millions lottery ticket. During these more recent calls, however, she has changed her story, insisting that she is the rightful and sole

winner of the Mega Millions jackpot, repeatedly asking me "do I really have to share with everyone?"

16. I have insisted that Mirlande Wilson honor the agreement entered into by the sixteen McDonald's employees – including myself on behalf of Plaintiff. But, to date, she continues to guard the winning ticket, refusing to show it to anyone, including her co-winners.

17. It is my belief that Mirlande Wilson is in possession of the winning Mega Millions ticket, and that she is planning on presenting the ticket to the Maryland Lottery, and depriving her co-winners, including Plaintiff, of their share of the Mega Millions jackpot. She has never told me that she lost the ticket.

I certify and affirm under penalties of perjury and upon personal knowledge that the contents of the foregoing Affidavit are true and correct.

Executed: April 7, 2012



Wilson Sibara

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

MANDISA MAZIBUKO

Germantown, MD 20874

Plaintiff,

v.

MIRLANDE T. WILSON

Baltimore, MD 21230

and

MARYLAND STATE LOTTERY AGENCY

Montgomery Business Park
1800 Washington Blvd., Suite 330
Baltimore, MD 21230
(410) 230-8800

Serve on:

Douglas F. Gansler
Maryland Attorney General
200 St. Paul St.
Baltimore, MD 21202

Defendants.

COMPLAINT

Case No. _____

24-c-12-00216

CIVIL DIV.
CIRCUIT COURT FOR
BALTIMORE CITY

Case: 24-C-12-00216
CV File New \$50.00
Appear Fee \$20.00
CLSC \$35.00
TOTAL \$105.00

COMMENT:
MANDISA MAZIBUKO vs
MIRLANDE T. WILSON, ET AL

Receipt #201200008660
Cashier: IB CCHX22
04/09/12 11:14am

APR 9 2012

FILED

COMPLAINT

Plaintiff Mandisa Mazibuko ("Plaintiff" or "Ms. Mazibuko"), by and through her undersigned counsel, files this Complaint against Defendants Mirlande Wilson ("Wilson"), and Maryland State Lottery Agency ("Maryland Lottery") (collectively "Defendants"), and states as follows:

INTRODUCTION

Since winning a share of the largest lottery jackpot in American history – the \$656 million Mega Millions jackpot on Friday, March 30, 2012 – Defendant Wilson has achieved

national notoriety through a series of bizarre antics and public appearances. In an apparent attempt to sow confusion while enjoying notoriety, Wilson has refused to produce the winning ticket for processing and verification by the Maryland Lottery, choosing instead to play games with the media and the general public. At the same time, she has concocted a story that she purchased the ticket separate from her co-workers and fellow winners – with whom she had joined a lottery pool – aimed at depriving them of their rightful share of the jackpot and at subrogating the obvious fiduciary duty that she owes to them. Most recently, she has claimed that she cannot find the ticket. As a result, this action is being filed.

PARTIES

1. Plaintiff Mazibuko is a citizen of the United States, and resides at 14942 Finegan Farm Drive, Germantown, MD 20874. Plaintiff is entitled to a one-sixteenth share of the winnings from the Mega Millions ticket, purchased by Defendant Wilson at a Baltimore County 7-11 convenience store on March 30, 2012.

2. Defendant Wilson resides at 2205 Annapolis Blvd., Baltimore, MD 21230. Wilson is entitled to a one-sixteenth share of the winnings from the Mega Millions ticket, purchased by Defendant Wilson at a Baltimore County 7-11 convenience store on March 30, 2012.

3. Defendant Maryland Lottery is named herein as a nominal defendant. It is a state agency, the core mission of which is to generate revenue to help support vital state programs and services. It is located at Montgomery Business Park, 1800 Washington Blvd., Suite 330, Baltimore, MD 21230.

JURISDICTION AND VENUE

4. This Court has jurisdiction and venue over this matter pursuant to §§ 6-102, 103 and 202 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

GENERAL BACKGROUND

5. This case concerns the ongoing fraudulent and tortious conduct perpetrated by Defendant Wilson, who has falsely claimed to be the sole ticket holder entitled to one third of a Mega Millions lottery prize believed to be worth an estimated \$656 million, for a share of \$218.66 million. The lottery prize was actually won by a group of sixteen people, including the Plaintiff, Defendant Wilson who is an employee of a McDonald's located at 8227 Liberty Road, Windsor Mill, Maryland 21244, and fourteen other employees of that same McDonald's, as part of a pooled arrangement among co-workers (the "McDonald's Pool"). The members of the McDonald's Pool agreed that, in the event that a ticket purchased by the McDonald's Pool ended up a winner, the members would share in the winnings equally.

6. Plaintiff is not employed at the McDonald's. Rather, one of the sixteen employees joined the McDonald's Pool on Plaintiff's behalf. That employee – Wilson Sibara – is a close friend of Plaintiff's, and agreed to purchase a lottery ticket on her behalf. With \$5.00 that Mr. Sibara received from Plaintiff, he joined the McDonald's Pool using his own name, but intended that any winnings would be paid to Ms. Mazibuko.

ALLEGATIONS COMMON TO ALL COUNTS

7. On Thursday, March 29, 2012, while Plaintiff and Mr. Sibara were visiting at Plaintiff's home, Plaintiff requested that Mr. Sibara purchase a Mega Millions lottery ticket for her, and gave him \$5.00 for that purpose.

8. That same day, March 29, 2012, Mr. Sibara – who is a manager at the Baltimore

County McDonald's – learned that his co-workers had already begun organizing the McDonald's Pool. By the end of the day, Defendant Wilson – having been initially charged with collecting money for the McDonald's Pool – had already collected \$50.00 from ten people. This money was set aside for the purpose of purchasing tickets for Friday night's Mega Millions drawing.

9. To keep track of those McDonald's employees who had joined the pool, a sheet of paper was posted on the wall of the "crew room" at the restaurant. As employees paid \$5.00 and entered the McDonald's Pool, their names were placed on the paper.

10. Mr. Sibara, who routinely works the 5:00 AM to 3:00 PM shift, noticed the list on the morning of Friday, March 30, 2012. Still having Plaintiff's \$5.00, he decided to enter Plaintiff in the McDonald's Pool, in order to increase her chances of winning.

11. Mr. Sibara's name, on behalf of Plaintiff, along with the names of 4 additional McDonald's employees, was added to the list of Pool members, for a total of 15 people and \$75.00.

12. On Friday morning, Defendant Wilson gave the \$75.00 to Mr. Sibara, who went to a Shell station at approximately 9:15 AM, where he purchased tickets on behalf of the McDonald's Pool. The tickets were then transported back to McDonald's where they were placed in a safe.

13. Sometime during early to mid-afternoon on Friday, after the tickets had been purchased on behalf of the original 15 McDonald's Pool members, Mr. Birul Desai – the franchisee-owner of the McDonald's – decided that he wished to join the McDonald's Pool.

14. Consequently, Mr. Desai agreed to invest \$5.00 and asked Defendant Wilson to purchase an additional \$5.00 worth of tickets for the Pool, which Defendant Wilson agreed to do. Mr. Desai's name was then added to the list of Pool members, bringing the total number of

McDonald's Pool entries to sixteen. The list was then placed in the McDonald's safe, along with the original \$75.00 worth of Mega Millions tickets.

15. At approximately 5:00 PM on Friday evening, Defendant Wilson called Mr. Sibara and confirmed that she had indeed purchased an additional ticket for the Pool based on Mr. Desai's \$5.00 investment. On information and belief, the ticket was purchased at the 7-11 convenience store in Baltimore County, by Defendant Wilson or someone acting at her direction, which has been confirmed in media reports and by the Maryland Lottery as the seller of the winning ticket.

16. Defendant Wilson agreed that she would return to McDonald's in order to place the ticket in the safe, along with the other Pool tickets, but she never did. Rather, on Saturday morning at approximately 9:00 AM – March 31, 2012 – Mr. Sibara received a call from Wilson. Defendant Wilson informed Mr. Sibara that "we won."

17. Shortly thereafter, Defendant Wilson called two additional McDonald's managers who had joined the McDonald's Pool, and informed them that "we won" and that she possessed the winning ticket.

18. Later on Saturday afternoon, Mr. Sibara stopped at Defendant Wilson's residence, and asked her "did we really win?" She responded, "I have to speak with my lawyer," and refused to answer the question.

19. Since that time, Defendant Wilson has placed approximately nine more calls to Mr. Sibara, repeatedly confirming that she holds the winning Mega Millions lottery ticket. During these more recent calls, however, Defendant Wilson has changed her tune, suggesting that she is the rightful and sole winner of the Mega Millions jackpot, repeatedly asking "do I really have to share with everyone?" Contrary to some of her public statements, she has never

told Mr. Sibara that she lost the ticket.

20. Mr. Sibara has admonished Defendant Wilson to honor the original agreement and joint venture entered into by the sixteen McDonald's employees – including Mr. Sibara on behalf of Plaintiff. But to no avail. Defendant Wilson's public appearances, media games, and evasive behavior have only become more confusing and unpredictable. To date, she continues to hoard the winning ticket, refusing to show it to anyone including her co-winners, and continuing to publicly broadcast her fabricated story, denying the interest of the McDonald's Pool in the winning ticket.

21. Plaintiff believes, however, as does Mr. Sibara, that Defendant Wilson is in possession of the winning Mega Millions ticket, and that she is engaged in a ploy to reap the winnings exclusively for herself. At the very least, Defendant Wilson's actions – constituting a breach of the McDonald's Pool agreement, and of the fiduciary duty owed to Defendant Wilson's fellow winners – have interfered with the possessory interests of Plaintiff in the aforesaid property: both the winning ticket itself, and the winnings due the owners of said ticket.

22. As a result, Plaintiff is forced to file this Complaint, seeking relief as outlined below.

COUNT ONE
(TEMPORARY RESTRAINING ORDER, PRELIMINARY
INJUNCTIVE RELIEF, AND CONSTRUCTIVE TRUST)

23. Plaintiff Mazibuko reasserts the allegations contained in paragraphs 1 through 22 as if fully set forth herein.

24. All proceeds resulting from the Mega Millions award of March 30, 2012, insofar as they relate to the ticket purported to be owned by Defendant Mirlande Wilson, are actually

proceeds jointly owned by Plaintiff, Defendant Wilson, and each of the members of the McDonald's Pool.

25. These proceeds are in fact properly held in trust for the benefit of all members of the McDonald's Pool. As a result, a constructive trust should be imposed on all of those proceeds.

26. There exists a strong likelihood that Plaintiff will succeed on the merits of her claim.

27. The benefits to Plaintiff in obtaining injunctive relief are equal to or outweigh the potential harm that Defendants would incur if this Court grants the requested injunctive relief.

28. Unless Defendant Wilson is restrained by this Court from presenting the ticket to the Maryland Lottery for payment, and unless the Maryland Lottery is restrained from transferring the funds, Plaintiff will suffer immediate, substantial and irreparable injury, including the unavoidable effort and expense of seizing any remaining, not yet depleted lottery ticket proceeds from Defendant Wilson, and potentially the loss of Plaintiff's right to choose a lump-sum versus annual payment of the winnings that she is entitled to.

29. The public interest favors the granting of injunctive relief.

WHEREFORE, Plaintiff demands the following relief:

30. A constructive trust upon all lottery proceeds which may have come into the possession, control or direction of Defendant Wilson at the time the Court considers this petition;

31. A constructive trust with respect to any proceeds which may be claimed by Defendant Wilson in the future, and presently held by the Maryland Lottery;

32. That this Court issue an Order granting Plaintiff a temporary restraining order restraining and enjoining Defendant Wilson from presenting the winning March 30, 2012 Mega

Millions ticket to the Maryland Lottery for payment, and restraining and enjoining Defendant Maryland Lottery from transferring any funds to Defendant Wilson, until a hearing on the issuance of a preliminary injunction has been held.

33. That this Court issue an Order for preliminary injunction restraining and enjoining Defendant Wilson from presenting the winning March 30, 2012 Mega Millions ticket to the Maryland Lottery for payment, and restraining and enjoining Defendant Maryland Lottery from transferring any funds to Defendant Wilson, until a final determination on the merits of this case has been reached.

34. That, upon reaching a resolution in this case, this Court order Defendant Maryland Lottery as constructive trustee to convey to Plaintiff such proceeds as are adjudicated to be owed to her;

35. That the Court award such other and further relief as it deems just and appropriate.

COUNT TWO (REPLEVIN)

36. Plaintiff Mazibuko reasserts the allegations contained in paragraphs 1 through 22 as if fully set forth herein.

37. As a result of Defendant Wilson's unauthorized conduct described above, Defendant Wilson came into, and remained in possession of the Mega Millions ticket belonging to the McDonald's Pool.

38. Defendant Wilson has unjustly detained the aforesaid property to which Plaintiff and the McDonald's Trust is entitled to immediate possession.

WHEREFORE, Plaintiff demands the following relief:

39. That the Court promptly schedule a hearing with prior notice to Defendants to determine whether a writ of replevin should be issued for immediate seizure and delivery of the property to Plaintiff and the McDonald's Pool, and Plaintiff demands judgment against Defendant Wilson for the recovery of possession of the property and one million dollars (\$1,000,000) damages for its taking and detention, with interest and costs.

COUNT THREE
(DECLARATORY JUDGMENT)

40. Plaintiff Mazibuko reasserts the allegations contained in paragraphs 1 through 22 as if fully set forth herein.

41. As a result of Defendant Wilson's conduct described above, there exists an actual controversy of a justiciable issue between Defendant Wilson and the other members of the McDonald's Pool, including Plaintiff, within the jurisdiction of this Court, involving the rights and liabilities of the parties.

42. Antagonistic claims are present between the parties, and a declaratory judgment by this Court as to the rights of Plaintiff to one sixteenth of the winnings due to the owners of the Mega Millions lottery ticket, combined with the injunctive and replevin relief outlined above, will terminate this controversy.

WHEREFORE, Plaintiff demands the following relief:

43. That this Court determine and adjudicate the rights and liabilities of the parties with respect to the allocation of proceeds from the winning Mega Millions ticket, purchased and owned by the McDonald's Pool;

44. That the Court determine that Defendant Wilson has breached her fiduciary duties owed to Plaintiff;

45. That the Court determine that Plaintiff is entitled to one sixteenth of the winnings from the Mega Millions ticket, currently possessed by Defendant Wilson;

46. That the Court award Plaintiff costs of these proceedings; and

47. That this Court award Plaintiff such other and further relief as in law and justice she may be entitled to receive.

COUNT FOUR
(SPECIFIC PERFORMANCE)

48. Plaintiff Mazibuko reasserts the allegations contained in paragraphs 1 through 22 as if fully set forth herein.

49. As discussed, the members of the McDonald's Pool entered into an agreement, constituting an oral contract, by which they would pool their money (at \$5.00 per person), and use those proceeds to purchase Mega Millions lottery tickets.

50. The winning ticket purchased by Defendant Wilson – at the direction of Birul Desai after he decided to join the McDonald's Pool – was subject to that contract.

51. Since the time of the Mega Millions drawing on the evening of March 30, 2012, Defendant Wilson has refused to turn the ticket over to the McDonald's Pool, and has repeatedly stated, in positive and unconditional language, that she is the rightful and sole winner of the Mega Millions jackpot, that the McDonald's Pool has no claim to any of the Mega Millions proceeds, and that she does not intend to honor the McDonald's Pool contract, thereby breaching her contract with the McDonald's Pool, to which Plaintiff belongs.

52. Members of the McDonald's Pool have repeatedly demanded that Defendant Wilson honor the agreement of the McDonald's Pool to share the proceeds of any Mega Millions winning ticket equally among the sixteen members.

53. At all times Plaintiff has been capable and ready to perform under the contract.

WHEREFORE, Plaintiff demands the following relief:

54. Judgment that the contract between the parties be specifically enforced, and that Defendant Wilson be ordered to transfer title and possession of the Mega Millions ticket to the McDonald's Pool; and

55. That the Court award such other and further relief as it deems just and appropriate.

COUNT FIVE
(TROVER AND CONVERSION – WRONGFUL TAKING)

56. Plaintiff Mazibuko reasserts the allegations contained in paragraphs 1 through 22 as if fully set forth herein.

57. As a result of Defendant Wilson's conduct described above, Defendant Wilson was able to wrongfully obtain, and take for her own use, the winning Mega Millions ticket belonging the McDonald's Pool.

58. Defendant Wilson's taking of said ticket for her own use was not previously agreed upon, was intentional, without permission or justification, and constituted a conversion of the property of the McDonald's Pool.

59. As a result of Defendant Wilson's conduct, Plaintiff suffered, and will continue to suffer, damages.

WHEREFORE, Plaintiff demands the following relief:

60. That the Court enter judgment against Defendant Wilson in an amount to be determined at trial, but in no event less than thirteen million, six hundred and sixty six thousand dollars (\$13,666,000) in compensatory damages, plus interest and costs, and

61. That the Court enter judgment against Defendant Wilson in an amount not less than one million dollars (\$1,000,000) in punitive damages, plus interest and costs; and

62. That the Court award such other and further relief as it deems just and appropriate.

COUNT SIX
(CONSTRUCTIVE FRAUD)

63. Plaintiff Mazibuko reasserts the allegations contained in paragraphs 1 through 22 as if fully set forth herein.

64. By virtue of Defendant Wilson's position as co-organizer of the McDonald's Pool, and as a purchaser of a Mega Millions ticket with McDonald's Pool proceeds, Wilson owed a fiduciary duty to Plaintiff and other members of the pool.

65. Among the duties owed by Defendant Wilson was the duty to return the Mega Millions ticket to the McDonald's safe, as agreed by pool members, and to refrain from diverting the ticket or proceeds obtained therefrom for her own personal use.

66. Defendant Wilson breached her fiduciary duties intentionally, with malice, and/or with reckless disregard for the rights of the members of the McDonald's Pool, by converting the jointly-owned Mega Millions ticket for her own use.

67. In breaching her fiduciary duties, Wilson acted willfully and contrary to the best interest of Plaintiff and other pool members.

68. As a result of the breach of Wilson's fiduciary duty, Plaintiff has suffered and will continue to suffer damages.

WHEREFORE, Plaintiff demands the following relief:

69. That the Court enter judgment against Defendant Wilson in an amount to be determined at trial, but in no event less than thirteen million, six hundred and sixty six thousand dollars (\$13,666,000) in compensatory damages, plus interest and costs, and

70. That the Court enter judgment against Defendant Wilson in an amount not less than one million dollars (\$1,000,000) in punitive damages, plus interest and costs; and

71. That the Court award such other and further relief as it deems just and appropriate.

COUNT SEVEN
(PROMISSORY ESTOPPEL)

72. Plaintiff Mazibuko reasserts the allegations contained in paragraphs 1 through 22 as if fully set forth herein.

73. As a result of Mr. Sibara's using Plaintiff's \$5.00 to enter her into the McDonald's Pool, Mr. Sibara reasonably expected that Plaintiff would have an interest in every Mega Millions ticket purchased with pool proceeds,

74. In reliance on Defendant Wilson's promise to purchase a ticket for the Pool with his \$5.00 investment, Mr. Desai did enter the McDonald's Pool. The ticket purchased using Mr. Desai's \$5.00 investment ended up being the winning ticket.

75. Members of the McDonald's Pool did reasonably rely upon the promises of Defendant Wilson to return the ticket to the McDonald's safe after it was purchased, and to otherwise abide by the agreement to share the winnings obtained from any jointly owned ticket.

76. Plaintiff and other pool members have made demands for production of the jointly owned ticket, pursuant to Defendant Wilson's pledge and promise to abide by the McDonald's Pool agreement.

77. As a result of Defendant Wilson's willful and wanton conduct, Plaintiff has suffered, and will continue to suffer, damages.

WHEREFORE, Plaintiff demands the following relief:

78. That the Court enter judgment against Defendant Wilson in an amount to be determined at trial, but in no event less than thirteen million, six hundred and sixty six thousand dollars (\$13,666,000) in compensatory damages, plus interest and costs, and

79. That the Court enter judgment against Defendant Wilson in an amount not less than one million dollars (\$1,000,000) in punitive damages, plus interest and costs; and

80. That the Court award such other and further relief as it deems just and appropriate.

Dated: April 9, 2012



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